

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

In Re:	:	
	:	
Martha L. Sprangle	:	Chapter 13
	:	Case No. 21-10420-PMM
	:	
Debtor,	:	
	:	
<hr style="border-top: 1px dashed black;"/>		
NewRez LLC dba Shellpoint Mortgage	:	
Servicing as servicer for US Bank Trust	:	
National Association, Not In Its Individual	:	
Capacity But Solely As Owner Trustee For	:	
VRMTG Asset Trust	:	
	:	
Movant,	:	
v.	:	Hearing: May 14, 2025 at 1:00 p.m.
	:	Courtroom # 3
Martha L. Sprangle	:	
	:	
Debtor,	:	
and	:	
	:	
Estate of Frank Sprangle	:	
(non-filing Co-Debtor)	:	
	:	
and	:	
	:	
Kenneth E. West, Esquire	:	11 U.S.C. §362(d) and §1301
Trustee,	:	
	:	
Respondents.	:	
	:	

**MOTION OF NEWREZ LLC DBA SHELLPOINT MORTGAGE
SERVICING AS SERVICER FOR US BANK TRUST NATIONAL ASSOCIATION,
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR
VRMTG ASSET TRUST FOR RELIEF FROM THE AUTOMATIC STAY
AND CO-DEBTOR STAY AS TO CERTAIN REALTY KNOWN AS
12822 CLIFFE DR, PHILADELPHIA, PA 19154**

NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for US Bank
Trust National Association, Not In Its Individual Capacity But Solely As Owner
Trustee For VRMTG Asset Trust (hereinafter “Movant”) hereby moves this Court for
an Order granting relief from the automatic stay and co-debtor stay as to 12822 Cliffe

Dr., Philadelphia, PA 19154, and for any other such relief as this Court deems just and fair. In support thereof, Movant avers as follows:

1. Movant is NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust (hereinafter “Movant”), and is the proper party in interest.
2. NewRez LLC d/b/a Shellpoint Mortgage Servicing services the underlying mortgage loan and note for the property referenced in this motion for Movant. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Deed of Trust.
3. On April 18, 2006, Frank Sprangle (deceased) executed a Note. Martha Sprangle (hereafter “Debtor”) and Frank Sprangle (non-filing co-mortgagor) executed a Mortgage against the property known 12822 Cliffe Dr., Philadelphia, PA 19154 in which Debtor is the title holder.
4. Said mortgage was assigned to the Movant on May 4, 2022, and said assignment of mortgage was recorded with Philadelphia County on July 12, 2024, and is a matter of public record.
5. Debtor’s Chapter 13 petition was filed on February 23, 2021.
6. The Debtor’s confirmed Amended Chapter 13 Plan provides for the Debtor to cure arrears through the plan and to make post-petition payments directly to Movant.

7. The pre-petition arrears as listed in Movant's claim #3 are \$35,492.32.
8. Since the filing of the bankruptcy case, the Debtor should have made fifty (50) mortgage payments outside the plan, March 1, 2021 to April 1, 2025.
9. Since April 22, 2025, the Debtor has made 42 post-petition payments to Movant.
10. To be current post-petition, the Debtor should have made the following payments:
 - Four (4) payments of \$1,430.36 each for 9/1/2024 to 12/1/2024
 - Four (4) payments of \$1,443.78 each for 1/1/2025 to 4/1/2025
11. The following is a summary of the debtor's post-petition payment history:

Payment amount	Payment Due Date	Payment Made	Date Payment Made
\$1,374.20	3/1/2021	\$1,406.78	3/3/2021
\$1,374.20	4/1/2021	\$1,374.20	4/5/2021
\$1,374.20	5/1/2021	\$1,341.62	5/5/2021
\$1,374.20	6/1/2021	\$1,374.20	6/4/2021
\$1,374.20	7/1/2021	\$1,374.20	7/7/2021
\$1,374.20	8/1/2021	\$1,374.20	8/4/2021
\$1,374.20	9/1/2021	\$1,811.30	8/18/2021
\$1,374.20	10/1/2021	\$1,364.20	9/7/2021
\$1,374.20	11/1/2021	\$1,087.73	9/20/2021
\$1,374.20	12/1/2021	\$1,374.20	10/4/2021
\$1,374.20	1/1/2022	\$1,374.20	11/11/2021
\$1,374.20	2/1/2022	\$1,374.20	12/8/2021
\$1,374.20	3/1/2022	\$1,374.20	1/6/2022
\$1,374.20	4/1/2022	\$1,406.78	2/10/2022
\$1,374.20	5/1/2022	\$1,500.00	3/15/2022
\$1,374.20	6/1/2022	\$1,400.00	5/6/2022
\$1,374.20	7/1/2022	\$1,156.67	5/12/2022
\$1,374.20	8/1/2022	\$1,500.00	7/6/2022
\$1,374.20	9/1/2022	\$1,156.67	8/2/2022
\$1,374.20	10/1/2022	\$1,500.00	9/23/2022
\$1,374.20	11/1/2022	\$1,406.78	10/24/2022
\$1,374.20	12/1/2022	\$1,156.67	12/2/2022
\$1,412.40	1/1/2023	\$1,500.00	12/5/2022
\$1,412.40	2/1/2023	\$1,500.00	1/3/2023
\$1,412.40	3/1/2023	\$1,500.00	2/9/2023
\$1,412.40	4/1/2023	\$1,500.00	4/26/2023
\$1,412.40	5/1/2023	\$1,500.00	5/3/2023
\$1,412.40	6/1/2023	\$1,156.67	5/10/2023

\$1,412.40	7/1/2023	\$1,500.00	8/14/2023
\$1,412.40	8/1/2023	\$1,156.67	9/6/2023
\$1,412.40	9/1/2023	\$1,500.00	9/29/2023
\$1,412.40	10/1/2023	\$762.73	11/1/2023
\$1,412.40	11/1/2023	\$754.35	11/28/2023
\$1,412.40	12/1/2023	\$1,500.00	1/3/2024
\$1,430.36	1/1/2024	\$1,131.53	1/12/2024
		\$754.35	2/12/2024
\$1,430.36	2/1/2024	\$754.35	3/28/2024
\$1,430.36	3/1/2024	\$1,508.71	5/22/2024
\$1,430.36	4/1/2024	\$754.35	6/5/2024
		\$754.36	7/3/2024
\$1,430.36	5/1/2024	\$1,131.53	8/13/2024
		\$754.34	8/22/2024
\$1,430.36	6/1/2024	\$1,500.00	9/5/2024
\$1,430.36	7/1/2024	\$758.55	10/24/2024
\$1,430.36	8/1/2024	\$762.75	12/9/2024
		\$762.74	2/1/2025
\$1,430.36	9/1/2024	\$0.00	-----
\$1,430.36	10/1/2024	\$0.00	-----
\$1,430.36	11/1/2024	\$0.00	-----
\$1,430.36	12/1/2024	\$0.00	-----
\$1,443.78	1/1/2025	\$0.00	-----
\$1,443.78	2/1/2025	\$0.00	-----
\$1,443.78	3/1/2025	\$0.00	-----
\$1,443.78	4/1/2025	\$0.00	-----
Total: \$68,708.24		\$57,346.78	

12. Debtor has only paid \$57,346.78 in post-petition mortgage payments.
13. The post-petition arrears are **\$11,361.46 as of April 22, 2025.**
14. The Debtor's Chapter 13 Plan provides, in part, that the Debtor shall pay directly to creditor monthly obligations falling due after the bankruptcy filing in accordance with the parties' contract.
15. The Debtor is in default with Plan.
16. The Debtor is in default with the loan.
17. As of April 22, 2025, the unpaid principal balance is \$212,785.25.

18. Pursuant to the foregoing, Movant contends that cause exists to grant it relief from the Automatic Stay and Co-Debtor. Accordingly, Movant is entitled to relief from the automatic stay under 11 *U.S.C.* §362(d)(1) and §1301.
19. Movant has cause to have relief from the Automatic Stay and Co-Debtor Stay effective immediately and such relief should not be subject to the fourteen day period set forth in Bankruptcy Rule 4001(a)(3), as Movant will incur substantial additional costs and expenses by the imposition of said fourteen day period.
21. In the event this Court should grant the relief requested, Movant should be relieved of the filing and notice requirements of FRBP 3002.1(b & c) as the mortgage claim would then be under the control of the Mortgagor.
22. In addition, reasonable attorney fees and court filing costs will be incurred by Movant for representation in this matter.
23. The other Respondent is the Chapter 13 Trustee appointed in the above-captioned chapter 13 proceeding and the Co-Debtor, Estate of Frank Sprangle.

WHEREFORE, Movant respectfully requests that the Court enter an Order which grants it relief from the Automatic Stay and Co-Debtor stay, along with all other relief the Court deems just and equitable under the circumstances.

I CERTIFY under penalty of perjury that the foregoing is true and correct.

Dated: April 24, 2025

By: /s/ Brian E. Caine
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